

BILL NO. S-92-01- 35

SPECIAL ORDINANCE NO. S- 34-92

AN ORDINANCE approving the awarding of Reference #1584 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and KENNEY MACHINERY CORPORATION for the Parks and Recreation Department.

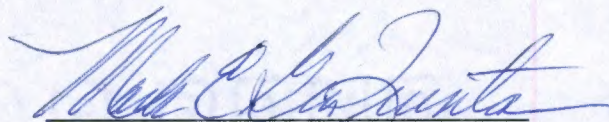
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1584 between the City of Fort Wayne, by and through its Department of Purchasing and KENNEY MACHINERY CORPORATION for the Parks and Recreation Department, respectfully for:

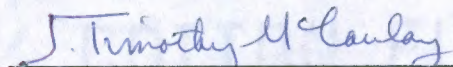
the purchase of three (3) 16' riding rotary mowers for the Parks and Recreation Department;

involving a total cost of One Hundred Fifty-Six Thousand Forty-Five and no/100+/- Dollars (\$156,045.00+/-), all as more particularly set forth in said Reference #1584 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REF. NO.:	1584	
DEPT:	PARK DEPARTMENT	
DATE:	01/22/92	
ITEM/SERVICE:	RIDING ROTARY MOWERS	
PURCHASING INFORMATION		
ADVERTISED BID:	YES	
DATES ADVERTISED:	10/21/91 & 10/28/91	
OPENING DATE:	11/14/91	
WRITTEN QUOTE:	NO	
DUE DATE:		
VERBAL QUOTE:	NO	
SINGLE SOURCE:	NO	
NO. OF VENDORS NOTIFIED:	9	
NO. OF VENDORS RECEIVING BID:	9	
NO. OF VENDORS RETURNING BID:	4	
NO. OF VENDORS DISQUALIFIED:	1	
NO. OF VENDORS NOT RESPONDING:	5	
DATE SENT TO DEPT FOR RECOMM:	11/17/91	
DATE RECOMMENDATION REC'D IN PURCH	01/09/92	
COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT:	01/22/92	
INTRODUCTION DATE:	01/28/92	
DISCUSSION DATE:	02/04/92	
PASSAGE DATE:	02/11/92	
ORDINANCE NO:		
AMOUNT APPROVED AND/OR SPENT		
LAST YEAR:		

Sixteen Foot Riding Rotary Mower: Bid Review

Reference # 1584

Bids received from:

Kenney Machinery
TORO 580-D @ \$52,015 each

Allen County Tractor
HOWARD 180 @ \$45,342 each

The Parks and Recreation Department (PRD) has concluded a thorough review of the two bid units - the TORO 580 D and the Howard Price 180. We have determined that the Howard Price 180 mower submitted by Allen County Tractor does not meet the general performance requirements of the specification document. In addition, it does not meet the requirements outlined in the equipment section of the specification documents.

The Park and Recreation recommends the purchase of three (3) TORO 580-D's from Kenney Machinery.

Performance:

The performance and reliability of the sixteen foot riding rotary mower is crucial to the success of the PRD's newly reorganized mowing operation. The primary goal of "Grounds Section" is to mow our city parks ... better, faster and cheaper.

"Better" - with vastly improved quality of cut provided by the 16' riding rotary mower.

"Faster" - the sixteen foot riding rotary out performs all turf mowing equipment now owned by the Park Department.

"Cheaper" - because of the high performance and production of this machine, less equipment and man power is needed.

For these reasons it was required that we include a General Performance statement to the specifications and strictly adhere to them.

General Performance Specification: (Excerpt from bid specifications)

Mower must have sixteen feet width of cut minimum.

Ability to trim less than an 18" inch circle.

Leave an uncut circle of eighteen (18") inches.

Trim around a 90 degree corner or turn 180 degrees back on track with no uncut grass.

Able to transport itself on city streets maintaining a speed of at least 20 mph., includes all lights, turn signals, horn, seat belt, and 2-post R.O.P.S. package.

Field of view will be 360 degree visibility.

Traction for operating on slopes to consist of an automatic hydraulic weight transfer system given to the traction wheels on demand.

Mower decks to be rear discharge with leaf mulching capability.

Engine is mounted behind the operator."

Analysis:

Howard Price 180

The Howard Price 180 mower DOES NOT meet performance specifications for the following reasons:

Mows an uncut circle of 5 ft...not 18 inches as specified. An 18" circle allows for improved maneuverability.

The 16 ft. mower must be able to maneuver around trees, buildings, objects, etc, without difficulty.

Will not make a 90 degree turn or a 180 degree turn. Extremely important to mowing along fence lines, buildings, and in open fields.

The specifications require turn signals and a horn. Howard Price offers flashers but no horn. The Park Department seeks optimum operator safety while transporting the mower.

A 360 degree field of view is very important to operator safety when transporting the mower on city streets. The wing mowers on the Howard Price 180 lift straight up just behind the operator. These wings are high and create a serious blind spot for the operator.

The TORO 580 D wing mowers automatically rotate rearward and down, lowering the wing below the line of sight of the operator. There is a true 360 degree line of site on the TORO 580 D. This also places additional weight on the rear wheels for a more stable ride. This dramatically reduces bucking" when brakes are applied.

Good traction is important when operating on slopes in Franke Park or Shoaff Park. The specification requires an automatic hydraulic weight transfer system. This is an extremely desirable system. Howard Price 180 has a manual spring transfer system which is much less responsive than the automatic hydraulic weight transfer system.

Equipment specification:

Howard Price does not meet specifications as follows:

1) Fuel Tank: Specifications call for 28 gal. capacity. Howard Price is 22 gallons.

2) Tires: Front tires size specifications are 31 x 12.5-15 traction tire. Howard Price provides a smaller non-traction, (29x12.0 x 12). The larger tire equals better traction.

3) Steering: Specifications calls for tilt wheel and tilt column. Howard Price offers only a tilt wheel. This affords less flexibility to the operator. Operator comfort equals better operator performance.

4) The specification requires a high range/low range ground speed control switch. Howard Price does not offer this. For a uniform production rate, it important for the operator to maintain a uniform speed control of the unit while mowing.

5) The specifications require test hydraulic test ports.

Howard Price does not offer this.

6) Electrical specification: 12 volt dual maintenance free batteries @ 1060 cold cranking amps. Important during cool weather engine start up. Howard Price has one battery @ 525 cold cranking amps.

7) Cutting unit drive motor: Specifications are 3300 psi @ 20 gpm. Howard Price is 2500 psi @ 20 gpm. Therefore the Howard Price drive motor is working much harder to pump 20 gpm. This results in frequent pump burned outs and inadequate power to handle tall grass.

8) Hydraulic reservoir specification: 40 gallon with reservoir capacity of 32 gallons. Howard Price is equipped with 35 gallons with 28 gallon reservoir.

Less capacity means the oil is running hotter. This effects the pumps. Hydraulically driven parts also operate slower with less hydraulic oil capacity.

9) Automatic Weight Transfer specification. Automatically transfers weight from the cutting units to the traction unit. Howard Price has a manual spring. A less efficient system with greater potential of poor traction.

10) Cutting Unit Construction specification: 10 gauge steel deck with 5.5' deep shell. Welded construction reinforced with 7 gauge plates and 10 gauge channels. Howard Price mowing decks are not explained in their brochure or by the vendor. Howard Price decks are notoriously poor performers.

PRD Supervisors have personally inspected and compared Howard Price mowing decks and TORO mowing decks. The Howard Price decks are fundamentally weak in construction. The PRD presently owns two (2) Howard Price 60 inch riding rotary mowers. The decks on both units had to be replaced after the first year of operation.

This mowing deck is essentially the same deck for the Howard Price 180 riding rotary.

Ironically, owners of Howard Price 180's supplied as references by Howard Price Co., expressed similar experience and disappointment with this weak and light constructed mowing deck.

11) Anti-scalp Device specification: The specification call for an anti-scalp cup on each blade. Howard Price does not offer this feature.

12) Front Cutting Unit Specification: Triflex type 92 inch width of cut. Front caster wheel to be 13x5. semi-pneumatic. Howard Price front deck is a 72" ridged mowing deck.

A triflex mowing deck outperforms rigid decks by following ground contours. There is less scalping and therefore a better end product. The result is simply a better quality of cut.

The Howard Price front caster deck is 10x3.5 semi-pneumatic. A larger up front mowing deck is preferred because of ease of trimming. This produces smaller wing units which aids in maneuverability while wings are lowered and in operation. Smaller wings when folded up do not block the operator's view while transporting down the street.

13) Spindles: The Toro 580-D and all other Toro rotary mowing units contain a rugged cast steel spindle equipped with roller bearings. The Howard Price 180 contains an inferior spindle constructed with a steel tube reinforced with welded steel gussets. HP uses standard ball bearing races. Spindle replacement (and associated materials and labor cost) is dramatically reduced with the Toro design. The PRD has hands-on experience with both types of spindles.

14) Outboard Cutting Unit Specification: Width of cut to be 57 inches. Howard Price 180 mowing wing is 72 inches. It is very difficult to control a larger wing mower.

15) Trimming and Maneuverability specification: Cut a mowing path of 16 ft. and trim less than 18 inches. Trim around a 90 degree corner and turn 180 degree back on track leaving no uncut grass.

Howard Price has a trimming ability of 10 feet turning radius with a 5 foot uncut circle. Note: the trimming ability and maneuverability of the mower is crucial to the PRD's mowing operation. This is a very important component of the bid specification.

16) Road Travel Equipment specification: Specification calls for directional lights, stop lights and a horn. Howard Price offers does not offer this.

17) Specifications asked vendors to submit a price comparison on their parts inventory.

Howard Price was SIGNIFICANTLY higher in unit price (see attached sheet). The higher individually parts cost of the Howard Price unit adds significantly to the operational cost of the Howard Price 180 mower. In addition, the total parts replacement cost over the life of the machine is substantially more for the HP than for the Toro unit.

Analysis and finding by Buildings and Grounds Manager/Supervisors:

*John Presensky
Russ Woodruff
Bud Reuille*

Toro 580D - Reference interview comments:

- 1) City of Dowagiac
Gary Carlile
616-456-9942

Comments:

- Their large mowed area took 20 man hours using a Toro 72" mower (2). Their Toro 580D now does it in 4 hours.
- Have owned the machine for three years.
- Are very pleased with it's performance.
- Their machine was one of the first 580-D's to be made.
- They had some minor problems (bugs) which have since been worked out.

Problems included hydraulic leaks, and front caster wheel problems. Toro replaced the wheel with a different style caster and they have had no further problems.

- He mentioned that he would not own a Jacobsen or Howard Price because they were not as maneuverable for trimming. Also, these mowers do not have a 2 speed axle for over-the-road transport. He said you can immediately tell the difference when driving down the street.
- He suggested we ask for a total cost of repair parts in our specs. He said that Toro overall parts replacement was much lower in cost.

- 2) Joilet Park District
Frank Streck
815-741-7274

COMMENTS:

- Have reduced their mowing cycle from two weeks to a one week cycle. They mow 1800 acres at 35 sites.
- "We love it and could not live without it."
- The maintenance problem they had was with the front caster wheel. They installed the new style wheel and have had no problems since.
- Mentioned that they would never buy a Jacobsen (HR. 15) because it cannot do what the Toro can. It does not maneuver like the Toro.
- "We have had no major break downs". However he feels his particular unit may be burning too much oil.
- They have owned theirs for two years.

- 3) University of Notre Dame
Bill Thistlewaite
219-239-6537

Comments:

- "We have had a 60% cut in our mowing operation".
- "We mow 800 acres now in five days and with two less people".
- He mentioned they used to mow one of their back fields with a Woods "Bat Wing". It took the Bat Wing 2 1/2 to 3 days to mow. They put two of their Toro 580D's in there and it took only 45 minutes.
- They have had no major maintenance problems with the machine and said they could not operate now without them.

4) Oswego Park District
Mark Runion
708-554-1018

Comments:

- They use their machine 6 to 7 days a week - running 8 hours per day.
- They cannot afford to break down and have had excellent success in keeping the Toro 580D running.
- He mentioned they could not live without it. -
- They are planning on buying a second Toro 580D.
- They used to contract out all their mowing. However, they had problems with contractors. It was starting to become more expensive. The quality of contractual mowing was poor. The contractors did not mow when they were supposed to.
- They mow over 1,000 acres of park grounds, schools and other city property.
- No major maintenance problems. Did have problems with the front caster wheels on the mowing deck. Toro changed their design on the caster wheel and they have not had any problems since.
- He suggested buying the R.O.P.S. package.

5) West Chicago Park District
Jesse Felix
708-291-0770, 708-231-9474

Comments:

- "It's great"
- He now has an additional 32 to 36 man hours for other work.
- Maintains 7 sites @ a total of 500 acres.
- Believes this is a good machine. Has no major maintenance problems.

- He mows rough areas with it and has no problems.

- Has a lot of wet areas which the mower can handle easily.

- He was able to eliminate one employee.

- Past operation consisted of two John Deere tractors with mowers and two 72" Toro riding mowers.

- He operates now with one Toro 580D and the two riding mowers. He is getting rid of one John Deere tractor and saving the other for different work.

- He bought his machine in 1990.

- To convince his board to buy the mower, He kept a time study on mowing his sites and made a video.

- He knows that the City of Chicago is considering buying a Toro 580D.

6) Libertyville Park District
Fred McLevich
708-362-6410

Comments:

- His quote "Best piece of mowing equipment I have ever seen."

- He likes the operator comfort. Less fatigue from mowing all day.- Maintains 14 parks @ 600 acres. 3-400 acres to mow does it in five days.

- Had owned a Howard Price and did not like it. Was a maintenance headache, always broken. Also had a Ford with motor interstate.

- Did have a problem with the battery discharging but Toro dealer is working on it.

- Bought new caster wheels for decks cost was \$1200.

- Recommends buying the Roseman solid type rubber wheel.

- Paid \$49,000 and bought the canopy option.

7) Hennepin County Park Reserve
Dean Heng
612-559-9000

- Purchased TORO 580D in 1989.
Bought for the Golf Course roughs, =
150 acres.

- Hennepin County has 2000 acres.
They own 50-72" TORO mowers.

- They are in the process of buying more
TORO 580D's. - They have had no major
problems with the mower and have not
lost any mowing time. Minor problem
with seat safety switch but was repaired
quickly.

- Heng mentioned he is a member of
the MN. Park Supervisor Association.
He said he knows other association
members (at least 10) that own TORO
580 D's and are very happy with them.

- On purchasing the TORO 580D - he
said they examined different mowers
and tried them out. When they went to
buy, they would not let Howard Price
submit a bid.

Hennepin County felt that the Howard
Price 180 was not equal to the quality or
performance standards of the TORO
580D.

8) Philadelphia Park Dept.
Tom Pagnon
215-352-8644.

- Purchased 10-TORO 580D units.

- They tried different models from ven-
dors before writing specifications for bid.

- They were not pleased with the How-
ard Price or how it was constructed.
They wrote their specification around
the TORO 580D.

- Pagnon said they owned smaller How-
ard Price units and were not happy with
how well they held up. He said they
were a cheap mower. They refuse to
buy them anymore.

- They used to mow with Mott flail mow-
ers and Woods 80" mowers.

- They mow 2,500 acres out of 8,600
acres.

- Pagnon said that the Department is
very pleased with the TORO 580D.
They have had no major mechanical
problems at all. He reported that his me-
chanics complained about the TORO's
are too complicated. However, they re-
ally don't know that to be true because
they have not had a reason to work on
one yet. The mowers are running fine.

- The TORO 580D operates fine on
slopes and it mows tall grass no prob-
lem. He mentioned that they have
meadows that are mowed once a year.
They just finished mowing the meadows
in December and the TOROs did an ex-
cellent job.

- Reported that when they bought the
10 TORO 580D units it reduced mowing
time by 30%.

9) Minneapolis Park Department
Jim Fagrelas
612-348-4448

- M.P.D. has owned both the Howard
Price 180 and TORO 560D. They have
owned four H.P. 180 and 5 TORO 580D.

- Fagrelas said that they now have only
one H.P.180. The Department is phas-
ing out the Howard Price 180. They will
only use the TORO 580D.

- M.P.D. was unhappy with Howard
Price parts cost and the weak mowing
deck problem.

- Fagrelas said the TORO 580D handles taller grass better than the Howard Price 180.

- They used to mow parks with flails and gang mowers.

- They own thirty TORO 72" riding mowers on a lease. They plan on turning mowers over every three years.

10) South Washington City Schools
Larry Wick
612-458-4200

- S. Washington Schools owns both Howard Price 180 and TORO 580D mowers. Owns (1) H.P. 180 and (2) TORO 580D.

- Wick says the Howard Price 180 is definitely not as good as the TORO 580D. They will not buy anymore H.P. 180's.

- He said the TORO 580D is much more maneuverable.

- One problem they had with H.P. 180 was that Service from Howard Price was poor. They waited a long time for parts. Parts were expensive.

- Wick said that Howard Price has bragged about how they have not had to change the design of the H.P. 180.

- Wick felt that was a poor policy because any competitive company should continually be working on improvements. He reported that from his observations, the changes that HP did make were in response to improvements made by Toro to their 580D.

Special Note: the following references were supplied by HOWARD PRICE.

11) Arlington Park District
410 N. Arlington Heights
Arlington Heights, ILL. 60004
708-577-3000, (Angelo Capolli)

- Maintains 500 acres.

- Is satisfied with the Howard Price 180.

- They bought the snow blower attachment.

- Originally mowed with Interstater, Woods Bat Wings, and Jacobsen E10 reel mower.

- Has owned a H.P.180 since 1986.

- They had minor problems with mower but nothing major. Had some safety switch problems and quick coupler problems.

- He thought the mower was balanced well.- Capolli recommended I talk to Wheeling Park District.

Observation:

- He needed a snow blower which TORO does not have.

- A key point: I asked him if he was familiar with the TORO 580D. He was not... From talking with him a little more I felt that he was not familiar with the mower market at all.

12) Wheeling Park District
John Tiazza
708-537-2930

- Tiazza said they have owned one Howard Price 180 for two years now.

- They are pleased with the mower.

- They have had no major mechanical problems.

- He was satisfied with the maneuverability of the mower. - They have three mow crews and own Howard Price 72" mowers.

Observations:

- I asked him if he was familiar with the TORO 580D mower? He said No...
- From talking with Tiazza I found out he didn't really know what mowers he had. He did not realize the his 72" mowers were Howard Price. I don't think he knows the mower market.

**13) Schaumbagh Park District
Dan Otto
708-980-2115**

- Schaumbagh District owns three Howard Price 180's.
- They have owned H.P. 180's since 1985.
- Otto was NOT PLEASED with Howard Price 180 mowers.
- He knows the TORO 580D mower is a better mower.
- The problems he has with Howard Price 180 is that the decks are weak. He said "we are always caving in the decks". He felt that the decks were cheaply made.
- He also had problems with the pulley coming loose and damaging the spindles.
- He said PARTS ARE TOO EXPENSIVE.
- Otto said that the reason the District owns H.P. 180 is that they first bought these types of mowers in 1985. This was before TORO made the 580D. He wants to stop buying the H.P.180 but can't justify the higher cost of the TORO to his Park Board. He said he is going to try to convince the board when it is time to purchase new units.

Observations:

For a reference supplied by Howard Price this was a poor one. It illustrates the poor quality of the HP 180 mower.

Every reference called that was familiar with the TORO 580D was pleased with the unit and would not own a Howard Price 180.

Analysis and investigation by:

*John Presensky
Manager of Buildings and Grounds*

SIXTEEN FOOT RIDING ROTARY MOWER

ROUTINE REPLACEMENT-ANNUAL PARTS COST ANALYSIS

PARTS INVENTORY	TORO 580 D	HOWARD 180	TORO TOTALS	HOWARD TOTALS
BLADES-total	147.16	229.86		
BLADES 3 MOWERS	441.48	689.58		
Four changes per season.....	1765.92	2758.32	1765.92	2758.32
BELTS-total	89.20	90.81		
BELTS 3 MOWERS	267.60	272.43		
One change per season.....	267.60	272.43	267.80	272.43
ENGINE OIL FILTER	13.30	23.56		
Three mowers	39.90	70.68		
Six changes a season	239.40	424.08	239.40	424.08
HYDRAULIC FILTER	53.55	61.00		
Three mowers	160.65	183.00		
Six changes a season	963.90	1098.00	963.90	1098.00
FUEL FILTER	23.82	20.77		
Three mowers	71.46	62.31		
Twice per season	142.92	124.62	142.92	124.62
AIR FILTER	29.33	34.62		
Three mowers	87.99	103.86		
Six changes a season	527.94	623.16	527.94	623.16
ANTISCALP SKIDS	10.56	98.38		
Three mowers	31.68	295.14		
One set per season	31.68	295.14	31.68	295.14
DECK IDLER PULLEY	18.76	34.56		
Three mowers	56.28	103.68		
One per season	56.28	103.68	56.28	103.68
ANNUAL REPLACEMENT PARTS COST.....			3995.84	5699.43
TEN YEAR LIFE EXPECTANCY ANNUAL REPLACEMENT PARTS COST.....			39958.40	56994.30

TEN YEAR COST DIFFERENCE..... 17035.90

FT. WAYNE PARK AND RECREATION
BUILDING AND GROUNDS SECTION

SIXTEEN FOOT RIDING ROTARY MOWER.

INDIVIDUAL PARTS COST COMPARISON

PARTS INVENTORY	TORO 580 D	HOWARD 180
LEFT DECK BLADES	40.13	76.62
RIGHT DECK BLADES	66.90	76.62
FRONT DECK BLADES	40.13	76.62
DRIVE PULLEY	26.13	47.68
LEFT DECK BELT	15.91	28.38
RIGHT DECK BELT	15.91	28.38
FRONT DECK BELT	57.38	34.05
AIR FILTER	29.33	34.62
ENGINE OIL FILTER	13.30	23.56
FUEL FILTER	23.82	20.77
HYDRAULIC FILTER	53.55	61.00
ANTISCALP SKIDS	10.56	98.38
DECK IDLER PULLEY	18.76	34.56

REFERENCE NO. 1584
RIDING ROTARY MOWERS
PARK DEPARTMENT

DESCRIPTION	QTY	KENNEY MACHINERY	ALLEN COUNTY TRACTOR	IND EQUIP
RIDING MOWER	3	\$51,003.00	\$153,009.00	\$44,552.00 \$133,656.00 DISQUALIFIED
LEAF MULCH KIT	3	\$1,012.00	\$3,036.00	\$790.00 \$2,370.00

EAST ALLEN EQUIPMENT INC. - NO BID

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-14-91 @ 11:00 AM BID REFERENCE # 1584

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THREE (3) 16 FT RIDING MOWERS
PER SPECIFICATIONS

AND REQUESTED BY BOARD OF PARK COMMISSIONERS

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____%
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Kenney Machinery Corporation

STREET ADDRESS 8420 Zionsville Rd.

CITY Indianapolis PHONE # 317-872-4793

BY *John R. Newing*
REPRESENTATIVE SIGNATURE

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: _____

1. Governmental Unit: City of Ft. Wayne

2. County: Allen

3. Bidder (Firm): Kenney Machinery Corp.
Address: 8420 Zionsville Rd.
City/State: Indpls, IN 46268

4. Telephone Number: 317/872/4793

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

John L. Morris
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
580D	3		16' Riding		
			Mower	51003.00	153,009.00
parts					6,410.83

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
) COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Kenney Machinery Corp.
Bidder (Firm)

John L. Morris
Signature of Bidder or Agent

Subscribed and sworn to before me this 11th day of NOVEMBER, 1991.

My Commission Expires: 1-12-94

County of Residence: MARION

Monica Lehman
Notary Public

MONICA LEHMAN
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____



THE CITY OF FORT WAYNE

PURCHASING DEPARTMENT
ONE MAIN STREET/ROOM 350
FORT WAYNE IN 46802
(219) 427-1101

October 24, 1991

A D D E N D U M

This addendum is in reference to Bid No. 1584 for the purchase of a riding rotary mower for the Park Department that opens on November 14, 1991 at 11:00 a.m.

The specifications for this bid have a change that that should be referred to along with specifications currently in your possession.

- 1) Under page 2 of the riding rotary mower specs, paragraph 1 should read three (3) mowers not one (1).

The bid opening date and time will remain the same as stated above.

Thank you.

Sincerely,

Phillip Brent Myers
Director of Purchases

cc: File

Ft. Wayne Parks and Recreation Department:

Building and Grounds Division

The City of Ft. Wayne, by and through the Board of Park Commissioners is soliciting quotes for a Toro 580D sixteen foot riding rotary mower or an equivalent type of riding mower.

Due to the demands of the Board of Park Commissioners moving operation, strict adherence to specifications will be followed. Any questions regarding specifications should be addressed to John Presensky at (219) 427-1253.

Quotes may be mailed or returned to the City of Ft. Wayne, Purchasing Department, One Main Street, Room 350 City County Building, Fort Wayne, IN. 46802. The Purchasing Department will set the time and due date for quotes to be submitted. Late quotes will not be accepted. No quotes shall be withdrawn after the due date without the consent of the Parks and Recreation Department for a period of 180 days.

The Parks and Recreation Department reserves the right to reject any or all quotes, or accept any or all quotes.

General performance specification:

Mower must have sixteen feet width of cut minimum. Ability to trim less than an 18" inch circle. Leave an uncut circle of eighteen (18") inches. Trim around a 90 degree corner or turn 180 degrees back on track with no uncut grass. Able to transport itself on city streets maintaining a speed of at least 20 mph., includes all lights, turn signals, horn, seat belt, and 2-post R.O.P.S. package. Field of view will be 360 degree visibility. Traction for operating on slopes to consist of an automatic hydraulic weight transfer system given to the traction wheels on demand. Mower decks to be rear discharge with leaf mulching capability. Engine is mounted behind the operator.

Specifications for a 16 Ft. Riding Rotary Mower:

Base Bid: A 3 EACH

Model Year: Toro Groundsmaster 580D
1991 or 1992 Model 30580 @ \$48,990

(1) Engine:

Four cylinder in line, 4 cycle, liquid cool, turbo-charged diesel engine, 80 hp. governed max. of 2750 rpm.. vertical overhead valve, direct injection. Forced feed lubrication. 12v starter. Compression ratio 17:1

(1) \$ no charge

(2) Radiator:

Mid mount agricultural type, easy access intake grill and shielding with magnetic latch. variable speed radiator fan controlled by engine temperature.

2) \$ no charge

(3) Oil Cooler:

3.9 gal. capacity, full flow hydraulic cooler @ 7 fins/inch.

(3) \$ no charge

(4) Fuel System:

Direct mechanical injection system with replaceable fuel filter and water separator. Front console warning light indicates water in fuel. Capacity 28 gallons of #2 diesel fuel.

(4) \$ no charge

(5) Frame Construction:

5"x 9 lb./ft. welded structural steel channel.

(5) \$ no charge

(6) Tires:

Front (2) 31x 12.5 - 15, 8 ply traction drive (tractor type) tire. Rear- (2) 23x 10.5 -12, 6 ply turf tire.

(6) \$ 330.00

(7) Brakes:

Multiple front disc. Dynamic braking through closed-looped hydrostatic drive. Hydraulic brake service brake via a brake

pedal operated by the right foot. Mechanical steering brakes via two pedals which lock together for parking brake function.

(7) \$ no charge

(8) Steering:

Tilt 15.5" steering wheel and tilt steering tower, released and locked by a single lever control. Dual hydraulic cylinder power steering.

(8) \$ no charge

(9) Traction System:

Hydrostatic closed loop system. Include system relief of 5000 psi. and bypass valve for towing. Maximum system flow is 28 gpm.. Hydraulically assisted single foot operated traction pedal with adjustable speed stop controls forward/reverse ground speed. Electromagnetic speed control actuated from console by push switch. Disengage speed control by service brake or on/off switch. Control of speed can be changed without disengaging.

(9) \$ no charge

(10) Ground Speed & Clearance:

Infinitely variable speed.

Forward Speed: 0-7mph. mowing 0-20mph. travel.

Reverse Speed: 0-3mph. mowing 0-8mph. travel

Clearance: 8 inches.

(10) \$ no charge

(11) Controls:

Individual deck lift levers. Ground speed high/low range switch. PTO switch. Hand operated throttle. Speed control on/off switch. Speed engage button and ignition switch. Single implement shut-off control.

(11) \$ no charge

(12) Gauges:

Fuel gauge, engine water temp., engine hour meter, and engine oil pressure. Indicator light and audible warning of low oil pressure, high water temp., no charge, water in fuel, air cleaner service, hydraulic oil filter service, low hydraulic oil, and high hydraulic temperature. Indicator light on steering tower to show parking brake on, speed control engaged, and ground speed in high range.

(12) \$ no charge

(13) Diagnostics:

8 Hydraulic test ports easily accessible without removing panels to diagnose system pressures.

(13) \$ no charge

(14) Interlock System:

As provided in the manufactures safety interlock system.

(14) \$ no charge

(15) Electrical System:

12 volt automotive type Dual maintenance free batteries cold cranking @ 1060 amps. 170 minute reserve cap. 35 amp. alternator

(15) \$ no charge

(16) Seat And Storage:

Deluxe seat with armrest, backrest and suspension. Adjustable for weight, fore/aft travel and height. Large tool tray storage.

(16) \$ no charge

(17) Implement Drive:

Hydraulic drive to cutting units.

(17) \$ no charge

(25) Warranty:

Two years or 1500 operational hours which ever comes first.

(25) \$ no charge

(18) Mowing Rate & Width:

Mows 14.5 acres per hour @ 7.5 mph. Total cutting width is 192 inches.

(18) \$ no charge

(19) Height of Cut Range:

Low Range 1-4 inches, High Range 2.5-5.5 inches.

(19) \$ no charge

(20) Cutting Unit Drive System:

Hydraulic system rated at 3300 psi @ 20gpm. output each section. Relief valve set at 3000psi.

(20) \$ no charge

(21) Auxiliary Drive:

Hydraulic, maximum flow is 12.5 gpm. Priority flow of 3 gpm. relief for power steering, remaining flow for lift and counterbalance system.

(21) \$ no charge

(22) Hydraulic Reservoir:

Hydraulic system capacity 40 gallons with reservoir capacity of 32 gallons. With sight glass level indicator. Water collector drain plugs.

(22) \$ no charge

(23) Automatic Weight Transfer:

Automatic hydraulic counter balance transfer weight from the cutting units to the traction unit.

(23) \$ no charge

(24) Safety Standard:

Traction unit and all cutting units are certified to meet ANSI specifications B71.4-1984 and applicable Federal/State OSHA regulations based thereon.

(24) \$ no charge

Specifications: Cutting Units**(26) Cutting Unit Construction:**

10 gauge steel, 5.5 in. deep shell. Welded construction reinforced with 7 gauge plates and 10 gauge channels.

(26) \$ no charge

(27) Blades:

20 inch long X .25 inch thick; 2.5 inch wide heat treated steel blades. All blades and spindles are interchangeable.

(27) \$ no charge

(28) Anti-scalp Device:

All units equipped with adjustable skids. Anti-scalp cup located on each blade.

(28) \$ no charge

(29) Front Cutting Unit:

Triflex type 92in. width of cut. Triflex up to 15 degree maximum. Rear discharge. Adjustable height of cut in 1/2" increments. 1.25" diameter splined spindle shafts, greaseable from the top. Spindle bearing housing is cast iron. Caster wheels are two front 13 x 5.00 semi-pneumatic heavy duty wheels. Rear castors are 10.3.50 H.D. semi-pneumatic. Overall width is 95 inches maximum.

(29) \$ no charge

(30) Outboard Cutting Units:

Width of cut 57 inches, three spindle, rear discharge deck. Trim ability of an 18 inch uncut circle. All side mowing decks to be in line with traction wheel center line forward of the operator. Side decks to lift and rotate down and back in transport to enhance driver visibility and transport stability. Adjustable spring loaded breakaway arms release and rotate upon accidental impact. Resets automatically when cutting unit is raised. Mowing height adjustable in 1/2 inch increments. Cutting unit to be hydraulic driven. Castor wheels-(4) 10.5 x 3.5 semi-pneumatic. Overall width 60".

(30) \$ no charge

(31) Road Travel Equipment:

Mower unit will have installed, directional lights with four way flasher, horn, stop lights, tail lights, slow moving vehicle lights with flasher, light switch, socket for SMV sign with bracket and reflectors. To meet ANSI B71.4 -1984 safety standards.

(31) \$ @ 850.00

(32) Roll Over Protection:

Mower unit will have installed, ROPS; constructed continuous form tubing, seat belt and attaching system. Meets OSHA standard 1928.51(b)(1) for roll over protection.

(32) \$ @ 449.00

(33) Canopy:

Bolt on canopy/sunshade kit.

(33) \$ @ 384.00

(34) Service:

Dealership to provide basic maintenance training to Park Department mechanics. Training to include more than the normal operators routine maintenance.

(34) \$ -0-

(35) Service Manual:

Provide two operators manuals. Provide one shop/service manual.

(35) \$ no charge

Total Cost: Base Bid-A: (items 1 Thru 35)

\$ 153,009

(36) Alternate A-1: Leaf Mulching Kit.

(36) \$ @1012.00

Total of 3 = 3036.00

(37) Base Bid-B:

Price for equivalent demonstration unit. (submit narrative explaining the unit and its condition.)

(37) \$ none available

Total Cost: Base Bid-B (item 37)

\$ -0-

Additional "REQUIRED" Information:**Parts Inventory:**

Fill in the space provided the current year cost for replacement parts.

A) Mower blade	\$ <u>13.88</u> ea.
B) Mower blade (1 set) per deck:	
1. Left deck	\$ <u>40.13</u>
2. Front deck	\$ <u>66.90</u>
3. Right deck	\$ <u>40.13</u>
4. Total number of blades	\$ <u>11 total</u>
5. Total of all decks	\$ <u>147.18</u>

C) Spindle and housing:

1. Spindle \$ 69.71 ea.
2. Housing \$ 53.05 ea.
3. Bearing \$ 50.13 ea.
4. Drive pulley \$ 26.13 ea.

Purchase Method:

Lease purchase or direct purchase - bidder shall provide documentation as required by City of Ft. Wayne.

(39) \$ no charge

D) Deck belts:

1. Left deck \$ 15.91
2. Front deck \$ 57.38
3. Right deck \$ 15.91
4. Total \$ _____

Dealership Support:

Dealer to provide at no charge a similar mowing unit in the event of a breakdown. To be provided within 48 hours. If the owner's unit cannot be repaired in that time. During warranty period - 2yrs or 1500 hours (48) \$ no charge

E) Deck: Hydraulic drive unit

\$ 397.84 ea.

F) - Deck castor wheel:

1. Semi pneumatic \$ 104.76 ea.
2. Segmented tire \$ 129.98 ea.
3. Yoke and axle \$ _____ ea.

Supplier's bid shall be good for 180 days.

G) Filters:

1. Air \$ 29.33 ea.
2. Engine oil \$ 13.30 ea.
3. Fuel \$ 23.82 ea.
4. Hydraulic \$ 53.55 ea.

Signed: ' 

Company: Kenney Machinery Corp.

H) Tires:

1. Traction tire \$ 289.98 ea.
2. Steering tire \$ 107.85 ea.

Phone: 317-872-4793

I) Operator's Seat
(same as original)

\$ 157.18

J) 12 volt starter

\$ 479.64

K) Alternator

\$ 364.50

L) Engine muffler

\$ 171.38

M) Anti scalp skids for deck.

\$ 10.56 ea.

N) Steering tie rod

1. Left \$ 159.36 ea.
2. Right \$ 159.36 ea.

O) Disc brake assembly

\$ 25.35 ea.

P) Fuel injector pump

\$ 1405.13 ea.

Q) Fuel injectors

\$ 132.64 ea.

R) Hydraulic drive motor

\$ 397.84 ea.

S) Deck belt idler pulley

\$ 18.76 ea.

T) Turbo charger

\$ 1329.46 ea.

Total Parts List, (A Thru T)

(38) \$ 6410.83 Will allow a 10% discount on all parts ordered at time of 580D purchase.

Questionnaire

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- (6) 33 X 12.50 X 15R _____
- (7) _____
- (8) _____
- (9) _____
- (10) _____
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- (33) _____
- (34) _____
- (35) _____
- (36) _____

PRODUCT IDENTIFICATION

MODEL AND SERIAL NUMBERS

A plate containing two identification numbers, a model and serial number, is affixed to the traction unit on the left bulkhead below the operator's seat and on the rear channel of each cutting unit. In correspondence regarding the machine, supply the model and serial number to assure correct information and replacement parts are obtained. To order

parts from an authorized TORO Distributor, please provide:

1. Model and serial numbers of the component in question.
2. Part number, description and quantity of parts desired.

Note: Do not order by reference number. If a parts catalog is being used, use the part number.

The Toro Promise

A LIMITED WARRANTY

The Toro Company promises to repair your Model 30580 TORO GROUNDMASTER® MOWER, and its originally purchased cutting unit, if defective in materials or workmanship. The following time periods from the date of purchase apply:

Model 30580 Two Years or 1500 operational hours,
whichever comes first.

The costs of parts, labor and transportation are included.

If you feel your TORO product is defective and wish to rely on The Toro Promise, the following procedure is recommended:

1. Contact your Authorized TORO Distributor or Commercial Dealer (the Yellow Pages of your telephone directory is a good reference source)
2. The TORO Distributor or Commercial Dealer will advise you on the arrangements that can be made to inspect and repair your product
3. The TORO Distributor or Commercial Dealer will inspect the product and advise you whether the product is defective and, if so, make all repairs necessary to correct the defect without an extra charge to you.

If for any reason you are dissatisfied with the distributor's analysis of the defect or the service performed, you may contact us

Write

TORO Commercial Products Service Department
8111 Lyndale Avenue South
Minneapolis, Minnesota 55420

The above remedy of product defects through repair by an Authorized TORO Distributor or Commercial Dealer is the purchaser's sole remedy for any defect.

THERE IS NO OTHER EXPRESS WARRANTY. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you

This Warranty applies only to parts or components which are defective and does not cover repairs necessary due to normal wear, misuse, accidents, or lack of proper maintenance. Regular, routine maintenance of the unit to keep it in proper condition is the responsibility of the owner

All warranty repairs reimbursable under the Toro Promise must be performed by an Authorized TORO Commercial Dealer or Distributor using Toro approved replacement parts.

Repairs or attempted repairs by anyone other than an Authorized TORO Distributor or Commercial Dealer are not reimbursable under the Toro Promise. In addition, these unauthorized repair attempts may result in additional malfunctions, the correction of which is not covered by warranty. This warranty shall be declared void if the owner removes, disconnects, or in any way alters the operation of the product's hour meter

THE TORO COMPANY IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF THE PRODUCT INCLUDING ANY COST OR EXPENSE OF PROVIDING SUBSTITUTE EQUIPMENT OR SERVICE DURING PERIODS OF MALFUNCTION OR NON-USE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state

COUNTRIES OTHER THAN THE UNITED STATES OR CANADA

Customers who have purchased TORO products exported from the United States or Canada should contact their TORO Distributor (Dealer) to obtain guarantee policies for your country, province or state. If for any reason

you are dissatisfied with your Distributor's service or have difficulty obtaining guarantee information, contact the TORO importer. If all other remedies fail, you may contact us at The Toro Company.



FIREMAN'S FUND INSURANCE COMPANY
 THE AMERICAN INSURANCE COMPANY
 NATIONAL SURETY CORPORATION
 ASSOCIATED INDEMNITY CORPORATION
 AMERICAN AUTOMOBILE INSURANCE COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Kenney Machinery Corporation

as Principal, hereinafter called the Principal, and The American Insurance Company

a corporation duly organized under the laws of the State of New Jersey
 as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount Bid-----
 -----Dollars (\$ -----5%-----)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for supply of (3) 16ftRiding Mowers, Bid Reference #1584

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

14th

day of

November

A.D. 19 91

<u>Maureen J. Leaman</u> (Witness)		<u>Kenney Machinery Corporation</u> (Principal)	(Seal)
		<u>John Kenney, President</u> (Title)	
<u>Linger J. Kania</u> (Witness)		<u>The American Insurance Company</u> (Surety)	(Seal)
		<u>Rochelle Bristow</u> Attorney in fact	

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation incorporated under the laws of the State of New Jersey on February 20, 1846, and redomesticated to the State of Nebraska on June 1, 1990, and having its principal office in the City of Omaha, State of Nebraska, has made, constituted and appointed, and does by these presents make, constitute and appoint MICHAEL M. BILL, EDWARD L. MOURNIGHAN and ROCHELLE BRISTOW, jointly or severally

INDIANAPOLIS, IN

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertaking, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to

be hereunto affixed this 9th day of August, 19 91.



THE AMERICAN INSURANCE COMPANY

By

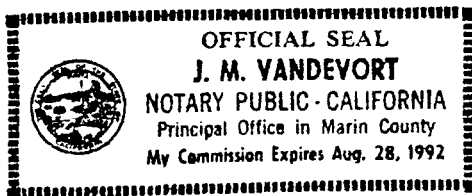
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

On this 9th day of August, 19 91, before me personally came R. D. Farnsworth, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN

ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEBRASKA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 14th day of November, 19 91.



Resident Assistant Secretary

Read the first time in full and on motion by Dea. Quinta, seconded by Edmonds, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing) to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 1-28-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gia. Quinta, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE				<u>✓</u>
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 2-11-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING~~) ~~ORDINANCE~~ RESOLUTION NO. 534-92 on the 11 day of Feb., 1992

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of Feb., 1992, at the hour of 11:30 o'clock A, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of February, 1992, at the hour of 4:30 o'clock PM, E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-92-01-35

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
CLETUS R. EDMONDS, VICE CHAIRMAN
LUNSEY, LONG, RAVINE

WE, YOUR COMMITTEE ON FINANCE TO WHOM
WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding

of Reference #1584 by the City of Fort Wayne, Indiana by and
through its Department of Purchasing and KENNEY MACHINERY
CORPORATION for the Parks and Recreation Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Mark E. GiaQuinta
Cletus R. Edmonds
Lunsey
Long
Ravine
C. A. Edmonds

DATED:

Sandra E. Kennedy
City Clerk

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1584 for the purchase of three (3) 16' riding rotary mowers for the Park Department.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED: Allen County Tractor was low vendor, however, they did not meet the general performance requirements of the specification documents in the bid. Please see attached for further information.

EFFECT OF PASSAGE: As part of the re-organization of the mowing operation for the Fort Wayne Parks & Recreation Department, the mowers will save in manhours needed and equipment inventory.

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT OF NON-PASSAGE: Mowing operations will stay the same as before.

MONIES INVOLVED: Kenney Machinery \$156045.00+/-

ACCOUNT INFO: Park Department 121-121-P240-4444

PRICE AGREEMENT: NO

PURCHASE ORDER: YES

SOURCE OF FUNDING: Park Department

PRIOR APPROVAL: No
(IF APPLICABLE)

DATE:

S-92-01-35.